

Barbara DuVan-Clarke (State Bar No. 259268)
bdc@blackstonepc.com
Danielle Ling GruppChang (State Bar No. 313881)
dgruppchang@blackstonepc.com
P.J. Van Ert (State Bar No. 234858)
pjvanert@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Lizeth Marin (State Bar No. 360465)
lmarin@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff GONZALO RAMOS individually,
and on behalf of other similarly situated employees
and Aggrieved Employees pursuant to the
California Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

GONZALO RAMOS, individually, and on behalf
of other similarly situated employees and
Aggrieved Employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

MYGRANT GLASS COMPANY, INC.; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 24STCV15035
Related Case No: 24STCV21064

Honorable Samantha Jessner
Department 7

**NOTICE OF MOTION AND MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

Date: February 10, 2027
Time: 10:00 a.m.
Dept.: 7

Complaint Filed: June 14, 2024
FAC Filed: August 21, 2026
Trial Date: Not Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on February 10, 2027 at 10:00 a.m. in Department 7 of the above-captioned Court located at 312 North Spring Street Los Angeles, California 90012, pursuant to California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, Plaintiff Gonzalo Ramos (“Plaintiff”) will and hereby does move the Court for an Order granting preliminary approval of the proposed class action and PAGA settlement between Plaintiff and Defendant Mygrant Glass Company, Inc. (“Defendant”).

Plaintiff requests that the Court enter an Order:

1. Preliminarily approving the Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) attached as Exhibit 3 to the Declaration of Lizeth Marin in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (“Marin Decl.”);

2. Certifying the Class for Settlement purposes;

3. Appointing Plaintiff Gonzalo Ramos as the Class Representative for Settlement purposes;

4. Appointing Jonathan M. Genish, Barbara DuVan-Clarke, P.J. Van Ert, Danielle L. GruppChang, Alexandra Rose, and Lizeth Marin of Blackstone Law, APC as Class Counsel for Settlement purposes;

5. Approving the proposed Notice of Class Action Settlement (“Class Notice”), attached as Exhibit A to the Settlement Agreement, to be mailed to the Class;

6. Approving the opt-out and objection procedures provided in the Settlement Agreement and set forth in the Class Notice;

7. For each Class Member, directing Defendant to furnish their full name, last known mailing address, Social Security number, dates worked for Defendant during the Class Period, total Workweeks and Pay Periods; and identification of whether the Class Member is an Arbitration Class Member or Non-Arbitration Class Member to the Settlement Administrator within twenty-one (21) calendar days after preliminary approval of the Settlement;

8. Approving the proposed deadlines for the settlement administration process; and

9. Setting a Final Approval Hearing.

1 Pursuant to California Labor Code section 2699(s)(2), on September 21, 2026, a copy of the
2 Settlement was submitted to the California Labor and Workforce Development Agency (“LWDA”) via
3 online submission through the LWDA’s website. (Marin Decl., ¶ 52 and Exh. 4).

4 This Motion is based upon this Notice, the attached Memorandum of Points and Authorities, the
5 Declaration of Lizeth Marin, the Declaration of Plaintiff Gonzalo Ramos, the Declaration of the
6 Settlement Administrator (Jodey Lawrence of Phoenix Settlement Administrators), the pleadings and
7 other records on file with the Court in this matter, and any other further evidence or argument that the
8 Court may properly receive at or before the hearing.

9 Respectfully submitted,

10 Dated: September 21, 2026

BLACKSTONE LAW, APC

11 By: *Lizeth Marin*
12 Lizeth Marin
13 Attorney for Plaintiff Gonzalo Ramos
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Gonzalo Ramos ("Plaintiff") seeks preliminary approval of the Joint Stipulation of Class
4 Action and PAGA Settlement ("Settlement" or "Settlement Agreement") entered into between Plaintiff
5 and Defendant Mygrant Glass Company, Inc. ("Defendant") (together, with Plaintiff, the "Parties").
6 (Declaration of Lizeth Marin in Support of Plaintiff's Motion for Preliminary Approval of Class Action
7 and PAGA Settlement ["Marin Decl."], Exh. 3). The Settlement terms are outlined as follows:

- 8
- 9 • Class Size: Approximately 865 individuals.
 - 10 • Gross Settlement Amount: One Million One Hundred Eighty Thousand Six Hundred Dollars
11 and No Cents (\$1,180,600.00).
 - 12 • Attorneys' Fees and Costs: Attorneys' fees up to one-third (1/3) of the Gross Settlement
13 Amount (\$393,533.33 if the Gross Settlement Amount is \$1,180,600.00) plus actual litigation
14 costs and expenses not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), to be
15 paid from the Gross Settlement Amount.
 - 16 • Enhancement Payment: Ten Thousand Dollars and Zero Cents (\$10,000.00), to be paid from
17 the Gross Settlement Amount.
 - 18 • Settlement Administration Costs: Not to exceed Thirteen Thousand Six Hundred Fifty
19 Dollars and Zero Cents (\$13,650.00), to be paid from the Gross Settlement Amount.
 - 20 • PAGA Amount: Forty Thousand Dollars and Zero Cents (\$40,000.00) from the Gross
21 Settlement Amount, 75% of which will be paid to the Labor and Workforce Development
22 Agency ("LWDA") and the remaining 25% to be paid to the PAGA Employees.
 - 23 • Estimated Net Settlement Amount: Six Hundred Eighty-Three Thousand Four Hundred
24 Sixteen Dollars and Sixty-Seven Cents (\$683,416.67) to be distributed to Settlement Class
25 Members.

26 As set forth herein, the Settlement is the product of informed discovery and arms-length
27 negotiations, and provides a fair, adequate, and reasonable recovery for the Class. Plaintiff therefore
28 respectfully requests that the Court grant preliminarily approval of the Settlement, conditionally certify
the Class, approve the proposed Notice of Class Action Settlement ("Class Notice"), and set a hearing
date for final settlement approval, among other requested relief.

II. FACTUAL AND PROCEDURAL BACKGROUND

Defendant is one of the largest independent wholesale distributors of auto replacement glass in the United States. Plaintiff was employed by Defendant as an hourly-paid, non-exempt Driver/Warehouse Employee from approximately June 2022 to approximately May 2024. (Declaration of Plaintiff Gonzalo Ramos in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement [“Ramos Decl.”], ¶ 2).

On June 14, 2024, Plaintiff provided written notice to the LWDA by online submission and to Defendant by U.S. Certified Mail, pursuant to California Labor Code Section 2699.3, of the specified provisions of the California Labor Code alleged to have been violated by Defendant (“PAGA Letter”). (Marin Decl., ¶ 10 and Exh. 2).

On June 14, 2024, Plaintiff filed a Class Action Complaint in the action entitled *Gonzalo Ramos v. Mygrant Glass Company, Inc.*, Los Angeles County Superior Court Case No. 24STCV15035 (“Action”), thereby commencing a putative class action against Defendant. (*Id.*, ¶ 11).

On August 20, 2024, Plaintiff file a Complaint for Enforcement Action under the Private Attorneys General Act, Cal. Labor Code §§ 2698 et seq., in the action entitled *Gonzalo Ramos v. Mygrant Glass Company, Inc.*, Los Angeles County Superior Court Case No. 24STCV21064, which alleged one cause of action under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698 et seq. (“PAGA Action”) against Defendant. (Together the Action and the PAGA Action are the “Actions”). (*Id.*, ¶ 12).

On October 25, 2024, Plaintiff propounded formal written discovery onto Defendant (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Special Interrogatories (Set One), Requests for Admission (Set One), and Requests for Production of Documents (Set One)), and noticed the deposition of Defendant’s Person Most Knowledgeable. (*Id.*, ¶ 13).

On December 27, 2024, Defendant, served its responses to Plaintiff’s propounded discovery (specifically, Response to Form Interrogatories – General (Set One), Response to Form Interrogatories – Employment Law (Set One), Response to Special Interrogatories (Set One), Response to Requests for Admission (Set One), and Response to Requests for Production of Documents (Set One)), and Objections to the deposition of Defendant’s Person Most Knowledgeable. (*Id.*, ¶ 14).

1 Further, on March 10, 2025, Defendant responded to Plaintiff's propounded discovery by
2 producing documents and records relevant to the Actions. (*Id.*, ¶ 15).

3 On April 18, 2026, the Parties participated in a formal mediation conducted by Eve Wagner, Esq.
4 ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour
5 matters, and with the assistance of the Mediator's evaluations, the Parties were able to reach an agreement
6 to resolve this dispute on a class and representative basis. (*Id.*, ¶ 16). The Parties then worked diligently
7 to negotiate and memorialize the terms in a long form settlement agreement. (*Ibid*).

8 On July 17, 2026, the Parties executed the Settlement Agreement. (*Id.*, ¶ 17 and Exh. 3).

9 On July 30, 2026, Plaintiff filed an Amended PAGA Notice to Defendant and the LWDA. (*Id.*, ¶
10 18 and Exh. 4).

11 On August 21, 2026, Plaintiff filed a First Amended Class and Representative Action Complaint
12 ("Operative Complaint") in the Action. (*Id.*, ¶ 19). The Operative Complaint alleges ten (10) causes of
13 action for violations of the California Labor Code for failure to pay minimum wages, failure to pay
14 overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure
15 to provide compliant rest periods and premium payments in lieu thereof, failure to timely pay wages
16 during employment, failure to provide compliant wage statements, failure to timely pay wages upon
17 termination, and failure to reimburse necessary business expenses, for violations of California Business
18 & Professions Code Section 17200, *et seq.* based on the aforementioned California Labor Code
19 violations, and for civil penalties under PAGA based on the aforementioned California Labor Code
20 violations. (*Ibid*).

21 **III. THE SETTLEMENT TERMS**

22 **A. Class Definition**

23 For purposes of settlement only, the Parties have agreed that the Class ("Class" or Class
24 Member(s)) shall be defined as follows:

25 The "Class" collectively means the Arbitration Class Members and the Non-Arbitration Class
26 Members:

- 27 i. "Arbitration Class Members" means all current and former hourly-paid and/or non-exempt
28 employees who worked for Defendant in the State of California at any time during the

Class Period, who executed an arbitration agreement with Defendant.

- ii. “Non-Arbitration Class Members” means all current and former hourly paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period, who did not execute an arbitration agreement with Defendant.

(Marin Decl., ¶ 20; Settlement Agreement, ¶ 10.b).

The Class Period is defined as the period from August 7, 2020, through June 2, 2026. (Marin Decl., ¶ 20; Settlement Agreement, ¶ 10.f). Based on information provided by Defendant, it is estimated that there are a total of Eight Hundred Sixty-Five (865) Class Members. (Marin Decl., ¶ 20).

B. Escalator Clause

Defendant has represented that the Class Members worked a total of 86,256 Workweeks during the period August 8, 2020, through April 18, 2026, broken down as follows:

- a. There are an estimated 295 Arbitration Class Members who collectively worked an estimated 18,136 Arbitration Workweeks.

- a. For purposes of the Escalator Clause, Arbitration Workweeks are valued at \$5.00 an Arbitration Workweek.

- b. There are an estimated 570 Non-Arbitration Class Members who collectively worked an estimated 68,120 Non-Arbitration Workweeks.

- a. For purposes of the Escalator Clause, Non-Arbitration Workweeks are valued at \$16.00 a Non-Arbitration Workweek.

(Marin Decl., ¶ 21)

If the total number of Workweeks actually worked by all Class Members during the Class Period actually exceeds 86,256 by more than 10% (i.e., if the Workweeks exceed 94,882), then the Gross Settlement Amount will be increased proportionally depending on the share ratio for the source subclass for the additional Workweeks. (Marin Decl., ¶ 21). For example, if the total number of Workweeks is 95,000, and the additional Workweeks are from the Arbitration Class Members, then the Gross Settlement Amount will increase to \$1,181,190, and if the additional Workweeks are from the Non-Arbitration Class Members, the Gross Settlement Amount will increase to \$1,182,488. (Ibid). If the exemplar 95,000 Workweeks consist of an increase of 59 Arbitration Workweeks from the Arbitration Class Members and

59 Non-Arbitration Workweeks from the Non-Arbitration Class Members, then the Gross Settlement Amount would increase to \$1,181,839. (Ibid).

C. Amount of Settlement

The Parties have agreed to settle the class and PAGA claims at issue in the Operative Complaint for a non-reversionary Gross Settlement Amount of One Million One Hundred Eighty Thousand Six Hundred Dollars and Zero Cents (\$1,180,600.00), exclusive of employer-side payroll taxes. (Marin Decl., ¶ 22; Settlement Agreement, ¶ 10.q).

D. Allocation and Funding of the Gross Settlement Amount

The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. (Marin Decl., ¶ 22; Settlement Agreement, ¶ 10.q). The Gross Settlement Amount includes: (1) Class Counsel’s fees in the amount up to one-third (1/3) of the Gross Settlement Amount (i.e., \$393,533.33 if the Gross Settlement Amount is \$1,180,600.00); (2) Class Counsel’s actual litigation costs and expenses, not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00); (3) Settlement Administration Costs, not to exceed Thirteen Thousand Six Hundred Fifty Dollars and Zero Cents (\$13,650.00); (4) Enhancement Payment in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00); and (5) PAGA Amount of Forty Thousand Dollars and Zero Cents (\$40,000.00). (Marin Decl., ¶ 21; Settlement Agreement, ¶¶ 10.q, 13, 14, 15, and 16). After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount that will be available for Class Members is currently estimated to be Six Hundred Eighty-Three Thousand Four Hundred Sixteen Dollars and Sixty-Seven Cents (\$683,416.67). (Marin Decl., ¶ 22). Additionally, 25% of the PAGA Amount (“PAGA Employee Amount”), which is \$10,000.00 out of \$40,000.00, will be fully distributed to “all current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period” (“PAGA Employee(s)”). (Marin Decl., ¶ 21; Settlement Agreement, ¶¶ 10.q, 10.y, 10.z, and 15). The “PAGA Period” is defined as the period of May 17, 2023, through June 2, 2026. (Marin Decl., ¶ 22; Settlement Agreement, ¶ 10.aa).

The Net Settlement Amount will be distributed and paid to all Class Members who do not submit

a timely and valid Request for Exclusion (“Settlement Class Member(s)”)¹ on a *pro rata* basis based on the number of Non-Arbitration Workweeks and Arbitration Workweeks (“Workweeks”) as follows:

- i. “Arbitration Workweek(s)” means the number of weeks each Arbitration Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. For purposes of settlement allocation, an Arbitration Workweek counts as one (1).
- ii. “Non-Arbitration Workweek(s)” means the number of weeks each Non-Arbitration Class Member worked for Defendant as an hourly-paid and/or non-exempt employee in California during the Class Period. For purposes of settlement allocation, a Non-Arbitration Workweek counts as three point two (3.2).

(Marin Decl., ¶ 23; Settlement Agreement, ¶ 10.nn)

The *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive under the Class Settlement (“Individual Settlement Share”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Marin Decl., ¶ 23; Settlement Agreement, ¶¶ 10.t and 18)

The PAGA Employee Amount will be distributed and paid to all PAGA Employees on a *pro rata* basis based on the number of pay periods each PAGA Employee worked for Defendant as an hourly-paid and/or non-exempt employee in California during the PAGA Period (“Pay Periods”). (Marin Decl., ¶ 24; Settlement Agreement, ¶¶ 10.cc and 19). The *pro rata* share of the PAGA Employee Amount that a PAGA Employee may be eligible to receive under the PAGA Settlement (“Individual PAGA Payment”) will be calculated by the Settlement Administrator, in accordance with the Settlement Agreement. (Marin Decl., ¶ 23; Settlement Agreement, ¶¶ 10.r and 19).

Each Individual Settlement Share will be allocated as twenty percent (20%) wages and eighty percent (80%) penalties, interest, and non-wage damages. (Marin Decl., ¶ 25; Settlement Agreement, ¶

¹ Settlement Class” or “Settlement Class Member(s)” collectively means all Arbitration Settlement Class Members and all Non-Arbitration Class Members as follows:

- i. “Arbitration Settlement Class Members” are all Arbitration Class Members who do not submit a timely and valid Request for Exclusion.
- ii. “Non-Arbitration Settlement Class Members” are all Non-Arbitration Class Members who do not submit a timely and valid Request for Exclusion.

(Marin Decl., ¶ 20; Settlement Agreement, ¶ 10.mm).

20). The portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to penalties, interest, and non-wage damages will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Marin Decl., ¶ 25; Settlement Agreement, ¶ 20). The Settlement Administrator will withhold the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their net payment of their Individual Settlement Share ("Individual Settlement Payment"). (Marin Decl., ¶ 25; Settlement Agreement, ¶¶ 10.s and 20). The employer's share of taxes and contributions in connection with the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Gross Settlement Amount. (Marin Decl., ¶ 25; Settlement Agreement, ¶¶ 10.q and 20). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties and will be reported on an IRS Form 1099 (if applicable) by the Settlement Administrator. (Marin Decl., ¶ 25; Settlement Agreement, ¶ 20).

The Settlement Agreement is a non-reversionary and non-claims made settlement. (Marin Decl., ¶ 26; Settlement Agreement, ¶¶ 10.q and 38). The Net Settlement Amount will be fully distributed to Settlement Class Members and the PAGA Amount will be fully distributed to the LWDA and PAGA Employees, in accordance with the Settlement Agreement. (Marin Decl., ¶ 26; Settlement Agreement, ¶¶ 18 and 19). No money will revert to Defendant. (Marin Decl., ¶ 26; Settlement Agreement, ¶ 10.q).

Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be canceled. (Marin Decl., ¶ 27; Settlement Agreement, ¶ 38). Any funds associated with such canceled checks will be distributed by the Settlement Administrator to Legal Aid at Work (the proposed *cy pres* recipient) in accordance with California Code of Civil Procedure Section 384. (Marin Decl., ¶ 27; Settlement Agreement, ¶ 38).

E. Released Claims

Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims. (Settlement Agreement, ¶ 39).

1 Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of
2 California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully,
3 finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of
4 all Released PAGA Claims. (*Id.*, ¶ 40).

5 “Released Class Claims” means any and all claims which were alleged or which could have been
6 reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class
7 Period, which shall specifically include claims for Defendant’s alleged failure to pay overtime and
8 minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay
9 wages during employment and upon termination, provide accurate wage statements, and reimburse
10 necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204,
11 210, 218.6, 223, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable
12 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
13 17200, *et seq.* (*Id.*, ¶ 10. ff).

14 “Released PAGA Claims” means any and all claims arising from any of the factual allegations in
15 the PAGA Letters and the Operative Complaint, arising during the PAGA Period, for civil penalties under
16 the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, which shall
17 specifically include claims for Defendant’s alleged failure to pay overtime and minimum wages, provide
18 compliant meal and rest periods and associated premium payments, timely pay wages during employment
19 and upon termination, provide compliant wage statements, maintain complete and accurate payroll
20 records, and reimburse necessary business-related expenses in violation of California Labor Code
21 Sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
22 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, *et seq.*, 2800, and 2802, and the applicable
23 Industrial Welfare Commission Wage Order. (*Id.*, ¶ 10. gg).

24 “Released Parties” means Defendant and its current and former agents, owners, officers,
25 employees who are not Class Members, directors, members, insurers, shareholders, subsidiaries,
26 affiliates, predecessors, successors, and assigns and any other person or entity who could be deemed to
27 be a joint employer. (*Id.*, ¶ 10. hh).

IV. STANDARD OF REVIEW FOR PRELIMINARY APPROVAL

The settlement of a class action requires court approval. (*See Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996)). “In general, questions whether a settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court’s broad discretion.” (*Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001) (disapproved on other grounds)).

The review and approval of a proposed class action settlement involves a two-step process. (*See* Cal. Rules of Court, Rule 3.769(c)). First, counsel submit the proposed terms of the settlement and the Court makes a preliminary assessment of whether the settlement appears to be sufficiently within the range of a fair settlement to justify providing notice of the proposed settlement to class members. After notice is provided to the class, the Court must conduct a second inquiry into whether the proposed settlement is fair, reasonable, and adequate. (*Ibid*).

The initial evaluation of the settlement at the preliminary approval step “is not a fairness hearing.” (*Armstrong v. Board of School Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980)). Rather, the limited purpose of this initial inquiry is to determine, at a threshold level, only whether the proposed settlement is within the range of possible approval and, as a result, “whether there is any reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.” A presumption of fairness exists where: (1) the settlement is reached through arm’s length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is small. (*See In re Microsoft I-V Cases*, 135 Cal. App. 4th 706, 723 (2006)).

Preliminary approval does not require a court to make a final determination that the settlement is fair, reasonable, and adequate. Rather, that decision is made only at the final approval stage, after notice of the settlement has been given to the class members and they have had an opportunity to object or exclude themselves from the settlement. (*See* Cal. Rules of Court, Rule 3.769(g)). In considering a potential class settlement, the court need not reach any ultimate conclusions on the issues of fact and law which underlie the merits of the dispute and need not engage in a trial on the merits. (*See Officers for Justice v. Civil Service Commission*, 688 F.2d 615, 625 (9th Cir. 1982)).

1 **V. THE SETTLEMENT IS PRESUMED FAIR**

2 **A. The Settlement Was Reached as a Result of Arm’s-Length Bargaining**

3 California courts recognize that “a presumption of fairness exists where . . . [a] settlement is
4 reached through arm’s-length bargaining.” (*Wershba*, 91 Cal.App.4th at 245; *see also Clark v. Am.*
5 *Residential Servs. LLC*, 175 Cal.App.4th 785, 799 (2009)). Here, the Parties’ settlement negotiations
6 were at all times made at arm’s-length and were adversarial. (Marin Decl., ¶ 27). The Settlement was
7 reached following a full day of mediation with a highly respected mediator with substantial experience
8 mediating wage and hour cases. (Ibid).

9 **B. Sufficient Investigation and Discovery by Experienced Class Counsel**

10 Courts typically assess the status of discovery in determining whether a class action settlement
11 agreement is fair, reasonable, and adequate. (*Dunk*, 48 Cal.App.4th at 1801). Prior to mediation,
12 Defendant produced putative class members’ time and pay data as well as Defendant’s relevant wage and
13 hour policies, information regarding the total number of putative class members, and the total workweeks
14 worked by the putative class members. (Marin Decl., ¶ 29).

15 This allowed Class Counsel to conduct an informed assessment and analysis of the strengths and
16 weaknesses of the claims and the potential class-wide damages. (*Id.*, ¶ 30). Based on information
17 exchanged, the Parties extensively briefed issues regarding class certification and liability and provided
18 their analyses to the Mediator who helped the Parties debate the strengths and weakness of their respective
19 positions. (*Id.*, ¶ 30). At all times, Plaintiff was willing and prepared to litigate this matter through class
20 certification and trial if the Parties had been unable to reach a favorable resolution. (Ibid). Additionally,
21 settlement negotiations were conducted by highly capable and experienced counsel. (Marin Decl., ¶¶ 2-
22 9). Accordingly, Class Counsel had sufficient information and experience to act intelligently in
23 negotiating the Settlement.

24 **C. The Settlement is Fair and Reasonable in Light of the Parties’ Respective Legal Positions**
25 **and Recovery Risks**

26 A settlement is not judged against what might have been recovered had a plaintiff prevailed at
27 trial, nor does the settlement have to obtain 100% of the damages sought to be fair and reasonable.
28 (*Wershba*, 91 Cal.App.4th at 246, 250). In evaluating the reasonableness of a settlement, a trial court

1 must consider “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further
2 litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the
3 extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the
4 presence of a governmental participant, and the reaction of the class members to the proposed settlement.”
5 (*Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 128 (2008)).

6 Here, the reasonableness of the Settlement is underscored by the fact that Defendant has legal and
7 factual grounds for defending the Actions. Based upon Class Counsel’s experience litigating similar
8 complex matters, Plaintiff reasonably expected a vigorous and lengthy defense to both class certification
9 and the merits of the Actions absent a settlement.

10 **1. Class Counsel’s Analysis of the Maximum Available Liability and Damages**

11 Class Counsel analyzed all available data and estimated Defendant’s maximum potential exposure
12 for class claims to be approximately \$16,387,190, assuming the litigation was successful at trial on all
13 claims at issue and every employee had a violation for each claim on every shift worked. (Marin Decl.,
14 ¶ 31). This maximum potential analysis was then reduced based on the challenges facing the likelihood
15 of obtaining class certification, prevailing at trial, and other attendant risks. (Ibid). This estimate is based
16 off an estimated maximum liability for all claims at issue and the total aggregate workweeks during the
17 relevant time period, less interest, and based on the analysis of the data which was extrapolated out for
18 all class members across the entire putative class period, which included: \$125,711 for meal period
19 violations (less meal period premiums paid); \$9,613,122 for rest period violations at a 100% violation
20 rate; \$2,005,699 for unpaid off-the-clock work for 1 hour per workweek of off-the-clock work; \$216 for
21 unpaid overtime wages at the required regular rate of pay; \$649,980 for unreimbursed business expenses;
22 \$2,458,312 for waiting time penalties; and \$1,534,150 for wage statement penalties. (Ibid). Plaintiff
23 further estimated that Defendant faced an additional exposure of \$2,301,300 in potential, non-stacked
24 (i.e., one penalty, per employee, per pay period during the PAGA statutory period) PAGA penalties.
25 (Ibid). Together with the PAGA penalties, Defendant’s maximum potential exposure totaled \$18,688,490
26 in damages. (Ibid).

27 **2. Class Counsel’s Risk-Based Analysis and Risk-Based Adjustments**

28 While Plaintiff believes that Defendant faced significant exposure, substantial barriers to a

1 recovery existed. Defendant contended that many of the putative class members signed valid and
2 enforceable arbitration agreements, which affected the value of each workweek, further, Defendant
3 contended that Plaintiff's claims are not suitable for class certification because individual issues and
4 affirmative defenses would predominate should this case go to trial. (Marin Decl., ¶¶ 33 & 35; *See*
5 *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012); *Duran v. U.S. Bank Nat. Assn.*, 59
6 Cal.4th 1, 35-36 (2014); *Wal-Mart Stores, Inc. v. Dukes*, 131 S.Ct. 2541, 2551 (2011)). While Plaintiff
7 and Class Counsel disagree with Defendant's predictions, they also recognize that there is a significant
8 risk that the Court may deny class certification. (Marin Decl., ¶ 34; *see also*, *Findings of the Study of*
9 *California Class Action Litigation*, 2000-2006, available at [http://www.courts.ca.gov/documents/class-](http://www.courts.ca.gov/documents/class-action-lit-study.pdf)
10 [action-lit-study.pdf](http://www.courts.ca.gov/documents/class-action-lit-study.pdf) (finding that only 21.4% of all class actions were certified either as part of a
11 settlement or as part of a contested certification motion)).

12 For example, Plaintiff's meal period claims, which were based on Defendant's alleged failure to
13 provide lawful meal periods, have been increasingly difficult to certify in recent years. (Marin Decl., ¶
14 36; *See Brinker*, 53 Cal. 4th at 1034-35). Plaintiff's theory of liability for meal period violations was
15 based on allegations that Defendant had failed to implement its policies and that its practices failed to
16 allow Class Members to take meal breaks in the manner required under California law. (Marin Decl., ¶
17 36; *See Bradley v. Networkers Int'l, LLC*, 211 Cal.App.4th 1129, 1150 (2012) (holding that "the lack of
18 a meal/rest break policy and the uniform failure to authorize such breaks are matters of common proof.")).
19 Defendant contended that its policies and practices at all times during the Class Period were lawful.
20 (Marin Decl., ¶ 36). Indeed, Plaintiff's analysis revealed only a 4.0% violation rate for purported unique
21 meal period violations. (Ibid). Defendant further argued that the rate of purported meal period violations
22 reflected in the data would require individualized inquiry and that such inquiry would prohibit a class
23 from being certified. (Ibid). Class Counsel also had to consider the risk that the Court would find validity
24 in an individualized proof defense to certification of Plaintiff's meal period claim. (Ibid).

25 Additionally, a large portion of Defendant's overall liability lies in Plaintiff's rest period
26 allegations. (*Id.*, ¶ 37). As with the meal period allegations, Defendant contended that it had a lawful
27 written rest period policy, provided compliant rest breaks, and relieved Class Members of all duties as
28 required under California law. (Ibid). Additionally, this claim was even more uncertain given the

1 difficulties associated with proving the alleged rest period violations, as Defendant was not required to
2 record these breaks. (Ibid). Given the lack of records demonstrating rest period violations, there were
3 legitimate concerns Plaintiff would not be able to certify these claims or prove substantial damages with
4 requisite certainty, which made the estimated value of this claim subject to much challenge. (Ibid).

5 Plaintiff also faced challenges certifying and proving liability for his minimum wage and overtime
6 claims. (*Id.*, ¶ 38). These claims were largely based on Defendant's unrecorded, off-the-clock work
7 performed by the Class Members both before and after their shifts and during purported meal periods.
8 (Ibid). For example, Plaintiff and Class Members would be contacted off-the-clock about work related
9 questions and were never compensated for this time. (Ibid). However, the individualized nature of why
10 this work was performed and the individualized nature of damages presented substantial concerns
11 regarding the manageability of the case and the risk the Court could find these issues prevented
12 certification, and the estimated damages for this claim were based on an assumption that all Class
13 Members worked off the clock for at least one hour per week. (Ibid).

14 Plaintiff also contended that Defendant failed to reimburse Plaintiff and the other Class Members
15 for necessary business-related expenses, such as purchase of personal protective equipment, usage of
16 personal vehicle, and usage of personal cell phones for work-related purposes. (*Id.*, ¶ 39). Defendant
17 contended that it had a policy and practice of reimbursing employees for necessary business-related
18 expenses. (Ibid). Defendant further contended that, with respect to the alleged expenses for which
19 Plaintiff and the other Class Members never requested reimbursement from Defendant, it did not know
20 and had no reason to know that alleged business-related expenses had been incurred. (Ibid). Defendant
21 further contended that the reason why a Class Member undertook certain expenses, while not others, and
22 failed to receive reimbursement for certain expenses while not others, would raise individual issues that
23 could not be certified. (Ibid).

24 There are also substantial risks associated with Plaintiff's waiting time penalties and wage
25 statement claims. (*Id.*, ¶ 40). First, these claims were derivative of Plaintiff's claims for unpaid meal
26 period premiums, unpaid rest period premiums, unpaid minimum wages, and unpaid overtime wages,
27 and if certification was denied on those underlying claims, these derivative claims for penalties would
28 also likely fail. (Ibid). Further, even if Plaintiff prevailed on his underlying claims, he would still be

1 required to demonstrate that Defendant’s violations of California Labor Code section 203 were *willful*
2 violations. (Marin Decl., ¶ 40; *See, e.g., Choate v. Celite Corp.*, 215 Cal App. 4th 1460, 1468 (2013)
3 (holding that “an employer’s reasonable, good faith belief that wages are not owed may negate a finding
4 of willfulness”)). Wage statement claims have also seen varying treatment at the appellate level because
5 such claims have an element of discretion attached to them rather than a pure calculation of damages after
6 liability is proven. (Marin Decl., ¶ 40; *Jaimez v. DAIOHS USA, Inc.*, 181 Cal.App.4th 1286 (2010) *with*
7 *Price v. Starbucks Corp.*, 192 Cal.App.4th 1136 (2011)). Accordingly, these derivative claims, which
8 comprised a substantial portion of Defendant’s estimated liability, were therefore uncertain. (Marin
9 Decl., ¶ 40).

10 Class Counsel also recognized that, even if Plaintiff prevailed at class certification, proving the
11 amount of wages due to Class Members would be an expensive, time-consuming, and uncertain
12 proposition. (*Id.*, ¶ 41). In order to prove liability and damages, Class Counsel will need to request and
13 analyze thousands of pages of documents, obtain the Class Members’ contact information, contact them,
14 and obtain their declarations at great expense. (*Ibid.*). Obtaining the cooperation of current employees
15 would also be difficult, given the likely reluctance to aid prosecution of a lawsuit against a current
16 employer. (*Ibid.*). On the other hand, Defendant would likely be able to obtain the cooperation of its
17 employees. (*Ibid.*). Moreover, even if Plaintiff prevailed at class certification and trial, possible appeals
18 would substantially delay any recovery by the Class. (*Ibid.*).

19 Class Counsel also contemplated the risks of proceeding with the PAGA claims and potential
20 liability Defendant could face from these claims as part of the global resolution. (*Id.*, ¶ 42). Existing
21 case law makes PAGA claims subject to the same defenses and risks as Plaintiff’s underlying wage
22 claims. (Marin Decl., ¶ 42; *see, Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169, 1181-82 (C.D.
23 Cal. 2008) (“Plaintiff’s claim under [PAGA] is wholly dependent upon her other claims. Because all of
24 Plaintiff’s other claims fail as a matter of law, so does her PAGA claim”)). Class Counsel also anticipated
25 that even if successful on the merits at trial, the imposition of cumulative civil penalties based on the
26 alleged wage and hour violations could be considered unjust, arbitrary and oppressive, or confiscatory,
27 and that Defendant would argue that it made a good faith attempt to comply with its legal obligations
28

warranting a reduction in penalties. (Marin Decl., ¶ 42).² Class Counsel also anticipated Defendant would argue that the violations per pay period were low, warranting an additional reduction in civil penalties. (Ibid). Finally, Class Counsel was also mindful of the fact that PAGA is fundamentally not intended to be compensatory in nature but is instead intended to facilitate enforcement of California’s labor laws by financing state activities and educating and deterring non-compliance. (Ibid).

Accordingly, after considering this multitude of factors, Plaintiff and Class Counsel concluded that it was in the best interest of the State of California and the PAGA Employees to enter into the Settlement, and to allocate Forty Thousand Dollars and Zero Cents (\$40,000.00) of the Gross Settlement Amount towards the PAGA claims, which represents approximately 3.4% of the Gross Settlement Amount. (*Id.*, ¶ 43). This percentage of the settlement is well within the range of wage and hour settlements regularly approved in both state and federal court for cases that include both a class and PAGA action. (Ibid). Typically, such hybrid cases allocate only 1% of the gross settlement value to resolve PAGA claims, and, indeed, settlements allocations as little as 0.22% of the gross settlement amount have been approved as reasonable by courts. (Ibid). Moreover, the overall relief obtained by the Settlement is significant, not only from a monetary perspective, but also because it fulfills the public policy objectives of PAGA—to promote enforcement of California’s labor laws, provide funds to the state, and deter future non-compliance by the employer. (Ibid).

Therefore, taking into account how each of the above risks potentially effected Plaintiff’s ability to first obtain class certification, and then prove the underlying violations, the Court’s broad discretion in civil penalties, plus the cost and delay in recovering the alleged potential damages, Class Counsel discounted Defendant’s estimated liability based on the challenges facing his ability to succeed on class certification by 75% to \$4,672,122 (*Id.*, ¶ 44). The merits-based risk factors further reduced Defendant’s

² See, e.g., *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1131 (2012) (imposition of both statutory and civil penalties for same conduct is impermissible double recovery) (disapproved on other grounds); *Aguirre v. Genesis Logistics*, 2013 WL 10936035, at *3 (C.D. Cal. 2013) (“duplicative effect” of penalties is a factor in favor of “reducing ...the PAGA penalty”); *Smith v. Lux Retail North America, Inc.*, 2013 WL 2932243, at *3 (N.D. Cal. June 13, 2013) (declining to stack penalties based on the same conduct); *Castillo v. ADT, LLC*, 2017 WL 363108, at *4 (E.D. Cal. Jan. 25, 2017); *Sanchez v. McDonalds Restaurants of California, Inc.*, 2017 WL 4620746 (LA Super. Ct. July 6, 2017) (declining to stack penalties arising out of the same conduct); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties by 80%); *Cotter v. Lyft, Inc.*, 193 F.Supp.3d 1030 (N.D. Cal. 2016) (indicating that a substantial reduction is warranted where good faith dispute exists in legal obligations); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018) (approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith attempts to comply with obligations and minimal violations).

1 estimated liability by an additional 70% to \$1,401,636. (Ibid). In light thereof, the settlement amount of
2 \$1,180,600 is a significant settlement. (Ibid).

3 Class Counsel therefore submits that the Settlement is in the best interest of the Class Members,
4 the PAGA Employees, and the State of California and is within the accepted range of recoveries for this
5 type of litigation given the inherent risk of litigation, the risk of obtaining and maintaining class
6 certification, and the costs of further litigation. (*Id.*, ¶ 45).

7 VI. CERTIFICATION FOR SETTLEMENT PURPOSES IS WARRANTED

8 Code of Civil Procedure Section 382 provides that three basic requirements must be met in order
9 to sustain any class action: (1) there must be an ascertainable class; (2) there must be a well-defined
10 community of interest in the question of law or fact affecting the parties to be represented; and (3)
11 certification will provide substantial benefits to litigants and the courts, i.e., proceeding as a class action
12 is superior to other methods. (*See Dunk*, 48 Cal.App.4th at 1806). Plaintiff contends that the Action,
13 which is based upon Defendant's wage and hour policies and practices, satisfies the class certification
14 requirements under California Code of Civil Procedure section 382. Defendant denies Plaintiff's
15 allegations, but for purposes of the Settlement only, Defendant has stipulated to certification of the Class.

16 A. An Ascertainable Class Exists Which is So Numerous That Joinder of All Members is 17 Impracticable

18 Whether an ascertainable class exists turns on three factors: (1) the class definition, (2) the size of
19 the class, and (3) the means of identifying the class members. (*See Miller v. Woods*, 148 Cal.App.3d 862,
20 873 (1983)). In this case, all three considerations strongly favor class certification. Here, the Class is
21 collectively referred to as the Non-Arbitration Class Members and the Arbitration Class Members. Both
22 the Arbitration Class Members and the Non-Arbitration Class Members are current or former hourly paid
23 and/or non-exempt employees who worked for Defendant during the Class Period. (Marin Decl., ¶ 20;
24 Settlement Agreement, ¶ 10.b). This provides a clear and definite scope for the proposed class. The only
25 distinction between Arbitration Class Members and Non-Arbitration Class Members is whether they have
26 signed an arbitration agreement with Defendant. (Ibid).

27 Next, the Class is sufficiently numerous. There is no magic number that satisfies the numerosity
28 requirement. Courts have certified classes with as few as ten or twenty-eight class members. (*Rose v.*

1 *City of Hayward*, 126 Cal.App.3d 926, 934 (1981); *Bowles v. Superior Court*, 44 Cal. 2d 574 (1995);
2 *Hebbard v. Colgrove*, 28 Cal.App.3d 1017, 1030 (1972)). Here, the estimated Class size of Eight
3 Hundred Sixty-Five (865) individuals meets the numerosity requirement.

4 Finally, the question of whether class members are easily identifiable turns on whether a plaintiff
5 can establish “the existence of an ascertainable class.” (*Daar v. Yellow Cab Co.*, 67 Cal.2d 695 at 706
6 (1967)). The existence of an ascertainable class in this case can be established through Defendant’s
7 payroll records, and the Class definition is sufficiently specific to enable the Parties, Class Members, and
8 the Court to determine the parameters of the Class. (*See Clothesrigger, Inc. v. GTE Corp.*, 191
9 Cal.App.3d 605, 617 (1987)).

10 **B. The Class Shares a Well-Defined Community of Interest**

11 The community of interest requirement embodies three factors: (1) predominant questions of law
12 and fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives
13 who can adequately represent the class. (*Dunk*, 48 Cal.App.4th at 1806). Here, all three requirements
14 are easily satisfied.

15 The commonality criterion requires the existence of common question of law or fact and is
16 generally established with the issues of predominance and typicality. (*See Daar*, 67 Cal.2d 695, 706).
17 What is required is that a common question of fact or law exists which predominates over issues unique
18 to individual plaintiffs. The existence of individual issues or facts—generally present in any case arising
19 from employment—is not a bar to class certification as long as they do not render class litigation
20 unmanageable or predominate over the common issues. (*See B.W.I. Custom Kitchen v. Owens-Illinois,*
21 *Inc.*, 191 Cal.App.3d 1341, 1354 (1987)).

22 Here, Plaintiff’s claims present common issues of law and fact that predominate and warrant class
23 certification. Plaintiff alleges that Defendant denied compliant meal and rest periods to employees,
24 required employees to perform work off-the-clock, and failed to fully compensate employees for all time
25 actually worked. These policies and practices meant that Defendant allegedly failed to pay minimum and
26 overtime wages, and other related claims. Plaintiff alleges that Defendant’s policies and practices were
27 uniform as to all Class Members. Thus, class treatment is appropriate.

28 To satisfy the typicality requirement, California law does not require that plaintiffs’ claims be

1 identical to the other class members. Rather, the test of typicality for a class representative is whether
2 other members have the same or similar injury, whether the action is based on conduct which is not
3 unique to the named plaintiff, and whether other class members have been injured by the same course of
4 conduct. (*See Seastrom v. Neways, Inc.*, 149 Cal.App.4th 1496, 1502 (2007)). The typicality requirement
5 for a class representative refers to the nature of the claim or defense of the representative, and not to the
6 specific facts from which it arose or the relief sought. (*See Ibid*).

7 Here, Plaintiff alleges that his claims are similar to that of the other Class Members and that
8 Plaintiff's claims arise out of the same alleged course of conduct giving rise to the claims of the other
9 Class Members. Because Plaintiff's claims are based upon the same alleged conduct and business
10 practices as those of Class Members, the typicality requirement has been satisfied.

11 Finally, the question of adequacy of representation "depends on whether the plaintiff's attorney
12 is qualified to conduct the proposed litigation and the plaintiff's interests are not antagonistic to the
13 interests of the class." (*McGee v. Bank of America*, 60 Cal.App.3d 442, 450 (1976)). Here, these
14 considerations are satisfied. Class Counsel is well-regarded and is qualified and experienced in
15 employment-related, class-action litigation. (Marin Decl., ¶¶ 2-9). Plaintiff will vigorously, adequately,
16 and fairly represent the interests of the Class. Plaintiff has, at all times, throughout the course of the
17 litigation considered the interests of the Class and understood that he must take steps to adequately
18 represent the Class and their interests. (Ramos Decl., ¶ 10). Because Plaintiff's claims are typical of
19 other Class Members and are not based on unique circumstances, there is no antagonism between the
20 interests of Plaintiff and the Class.

21 **C. A Class Action is Superior to a Multiplicity of Litigation**

22 Under the circumstances, proceeding as a class action is a superior means of resolving this dispute,
23 as the Class Members and the Court will derive substantial benefits. Class certification would serve as
24 the only means to deter and redress the alleged violations. (*See Linder v. Thrifty Oil Co.*, 23 Cal.4th 429,
25 434 (2000) (relevant considerations include the probability that each class member will come forward to
26 prove his or her separate claim and whether the class approach would actually serve to deter and redress
27 the alleged wrongdoing)). Further, individual actions arising out of the same operative facts would
28 unduly burden the courts and could result in inconsistent results. Therefore, class action proceedings are

1 superior to individual litigation.

2 **VII. THE REQUESTED ENHANCEMENT PAYMENT IS REASONABLE**

3 Plaintiffs in class action lawsuits are eligible for reasonable incentive payments as compensation
4 “for the expense or risk they have incurred in conferring a benefit on other members of the class.” (*Munoz*
5 *v. BCI Coca-Cola Bottling Co.*, 186 Cal.App.4th 399, 412 (2010)). Courts routinely grant approval of
6 class action settlement agreements containing enhancements for the class representative, which are
7 necessary to provide incentive to represent the class and are appropriate given the benefit the class
8 representatives help to bring about for the class. (*See In re Online DVD Rental*, 779 F.3d 934, 947-948
9 (9th Cir. 2014) (approving incentive award 417 times larger than individual payments where incentive
10 award made up a mere .17% of the settlement); *Gaudin v. Saxon Mortgage Servs., Inc.*, 2015 WL
11 7454183, at *10 (N.D. Cal. Nov. 23, 2015) (finding service award of \$15,000 to be “fair and
12 reasonable”)).

13 Plaintiff initiated this litigation on behalf of his former co-workers who will now be entitled to
14 receive payment from the Settlement. Plaintiff invested substantial time and effort into litigation,
15 including his own research, reviewing documents, and extensive discussions with Class Counsel. (Ramos
16 Decl., ¶¶ 3-5). Further, the requested amount for Plaintiff is also reasonable given the average award and
17 the benefit gained by other Class Members. For these reasons, Plaintiff requests that an Enhancement
18 Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) be preliminarily approved by the Court.
19 (Marin Decl., ¶ 46; Ramos Decl., ¶ 12).

20 **VIII. THE REQUESTED ATTORNEYS’ FEES AND COSTS ARE REASONABLE**

21 Trial courts have “wide latitude” in assessing the value of attorneys’ fees and their decisions are
22 “not to be disturbed on appeal absent a manifest abuse of discretion.” (*Lealao v. Beneficial Cal, Inc.*, 82
23 Cal.App.4th 19, 41 (2000)). California law provides that attorney fee awards should be equivalent to fees
24 paid in the legal marketplace to compensate for the result achieved and risk incurred. (*Id.* at 47). In cases
25 where class members present claims against a common fund and the defendant agrees to a percentage of
26 the fund as part of the settlement, use of the percentage method is appropriate. (*Id.* at 32).

27 Here, the requested attorneys’ fees of up to one-third (1/3) of the Gross Settlement Amount (i.e.,
28 \$393,533.33 if the Gross Settlement Amount is \$1,180,600.00) is disclosed to Class Members in the

1 proposed Class Notice. (Settlement Agreement, Exh. A). The requested fee was freely negotiated, is
2 common in the legal marketplace, and is not opposed by Defendant. The Motion for Final Approval will
3 elaborate on the nature of the legal services provided and will also support Class Counsel's request for
4 the reimbursement of litigation costs and expenses not to exceed Forty Thousand Dollars and Zero Cents
5 (\$40,000.00). (Marin Decl., ¶ 47). The Attorneys' Fees and Costs that are not ultimately approved by
6 the Court shall instead be included in the Net Settlement Amount to be distributed to Settlement Class
7 Members. (Settlement Agreement, ¶ 13).

8 **IX. THE CLASS NOTICE AND THE OPT-OUT AND OBJECTION PROCESS**
9 **MEETS DUE PROCESS REQUIREMENTS**

10 The Parties have jointly drafted the Class Notice, which will be mailed to the Class Members.
11 (*Id.*, Exh. A). The Class Notice will include information regarding the nature of the Action, a summary
12 of the terms of the Settlement, the Class definition, information on how to object to and/or opt-out of the
13 Class Settlement and to dispute Workweeks and/or Pay Periods, and the date of the Final Approval
14 Hearing. (*Ibid.*). The Class Notice will list each Class Member's total Workweeks and their estimated
15 Individual Settlement Share and each PAGA Employee's total Pay Periods and their estimated Individual
16 PAGA Payment. (*Ibid.*).

17 Within twenty-one (21) calendar days after Preliminary Approval, Defendant will provide a list
18 in a formatted readable Microsoft Office Excel spreadsheet to the Settlement Administrator containing
19 the following information for each Class Member: full name; last known mailing address; Social Security
20 number; dates worked for Defendant during the Class Period; total Workweeks and Pay Periods; and
21 identification of whether the Class Member is an Arbitration Class Member or Non-Arbitration Class
22 Member. (collectively referred to as the "Class List"). (*Id.*, ¶¶ 10.d and 27). Within ten (10) business
23 days after receiving the Class List from Defendant, the Settlement Administrator will perform a search
24 based on the National Change of Address Database or other similar services available, such as provided
25 by Experian, for information to update and correct for any known or identifiable address changes, and
26 will mail a Class Notice in English and Spanish to all Class Members via First-Class U.S. Mail, using the
27 most current, known mailing addresses identified by the Settlement Administrator. (*Id.*, ¶ 28.a). The
28 Parties have agreed to use Phoenix Settlement Administrators as the Settlement Administrator. (Marin

Decl., ¶ 50; Settlement Agreement, ¶ 10.kk).

In determining whether to approve a settlement of a class action, a trial court has virtually complete discretion as to the manner of giving notice to class members, and review on appeal is governed by the abuse of discretion standard. (*See In re Cellphone Fee Termination Cases*, 186 Cal.App.4th 1380 (2010)). Here, Class Counsel is not aware of an alternative method of providing notice to the Class which would result in a higher likelihood of actual notice. (Marin Decl., ¶ 51). The original source of the mailing addresses is from Class Members, who provided the information to Defendant. (Ibid).

Class Members will have forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator to submit a Request for Exclusion, Notice of Objection, and/or Dispute (“Response Deadline”). (Settlement Agreement, ¶ 10.jj).

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline will be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Class Notice. (*Id.*, ¶ 28.b). If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine a correct address using a skip-trace or other search, using the name, address, and/or Social Security number of the Class Member and/or PAGA Employee, and perform a single re-mailing within five (5) calendar days. (Ibid). In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be extended fifteen (15) calendar days from the original Response Deadline. (*Id.*, ¶ 10.jj).

Class Members will have an opportunity to dispute the number of Workweeks and/or Pay Periods to which they have been credited, as reflected in their respective Class Notices, by submitting a timely and valid letter (“Dispute”) to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id.*, ¶ 10.j and 29). A Dispute must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name and signature; (c) clearly state that the Class Member disputes the number of Workweeks and/or Pay Periods credited to that Class Member and what the Class Member contends is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*, ¶ 10.j).

Any Class Member wishing to be excluded from the Class Settlement must submit a timely and

valid letter (“Request for Exclusion”) to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id.*, ¶¶ 10.ii and 30). A Request for Exclusion must: (a) contain the case name and number of the Action; (b) contain the Class Member’s full name and signature; (c) clearly state that the Class Member does not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*, ¶ 10.ii). Notwithstanding the above, all PAGA Employees will be bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. (*Id.*, ¶ 30).

To object to the Class Settlement, Settlement Class Members must submit a timely and complete written objection (“Notice of Objection”) to the Settlement Administrator, by mail, postmarked on or before the Response Deadline. (*Id.*, ¶¶ 10.w and 31). A Notice of Objection must: (a) contain the case name and number of the Action; (b) contain the objector’s full name and signature; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. (*Id.*, ¶ 10.w). Settlement Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a Notice of Objection. (*Id.*, ¶ 31).

X. CONCLUSION

For all of the foregoing reasons, Plaintiff respectfully requests that this Court grant Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement and the relief requested herein.

Respectfully submitted,

Dated: September 21, 2026

BLACKSTONE LAW, APC

By: *Lizeth Marin*
Lizeth Marin
Attorney for Plaintiff Gonzalo Ramos